

# **EXHIBIT A**

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the “Agreement”), dated as of April 25, 2018 among:

Wilmington Trust Company, (the “GUC Trust Administrator”) solely in its capacity as trustee for and administrator of the Motors Liquidation Company General Unsecured Creditors Trust (and as defined in Section 1.22 herein, the “GUC Trust”)

-and-

The Signatory Plaintiffs, as hereinafter defined (the Signatory Plaintiffs and the GUC Trust, the “Parties”).

**PREAMBLE<sup>1</sup>**

**Background: The Old GM Bankruptcy.**

A. Beginning on the Petition Date, Motors Liquidation Company f/k/a General Motors Corporation, a Delaware Corporation (“Old GM”), and certain of its affiliated companies (together with Old GM, the “Debtors”) commenced the Old GM Bankruptcy Case under chapter 11 of the Bankruptcy Code;

B. Also on the Petition Date, the Sellers entered into an agreement pursuant to which certain assets of the Sellers, including the brand “General Motors,” were to be sold to NGMCO, Inc., n/k/a General Motors LLC, a Delaware corporation (“New GM”);

C. As of July 5, 2009, the AMSPA was further and finally amended pursuant to a Second Amendment to the Amended and Restated Master Sale Purchase Agreement to, among other things, modify provisions in the original sale agreement relating to the issuance by New GM of a purchase price adjustment consisting of shares (the “Adjustment Shares”) of New GM Common Stock in respect of Allowed General Unsecured Claims;

D. Pursuant to the AMSPA, if the Bankruptcy Court issues an order estimating the aggregate allowed General Unsecured Claims against the Sellers at an amount exceeding thirty-five billion dollars (\$35,000,000,000), then New GM must, within five (5) business days of entry of such order, issue the Adjustment Shares;

E. If the Bankruptcy Court issues an Estimation Order estimating the aggregate allowed General Unsecured Claims against the Sellers at an amount at or exceeding forty-two billion dollars (\$42,000,000,000), New GM must issue the maximum amount of Adjustment Shares (30,000,000 shares);

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<sup>1</sup> Capitalized terms used, but not otherwise defined in the Preamble shall have the meanings ascribed to such terms in the Definitions section of this Agreement.

F. On July 5, 2009, the AMSPA was approved pursuant to a Bankruptcy Code section 363 order (the "Sale Order");

G. Pursuant to the Sale Order, New GM became vested in substantially all of the material assets of the Sellers;

H. On July 10, 2009 (the "Closing Date"), the 363 Sale was consummated;

I. On September 16, 2009, the Bar Date Order was entered establishing November 30, 2009 (the "Bar Date") as the deadline to file proofs of claim against the Debtors;

J. On March 29, 2011, the Bankruptcy Court issued an order (the "Confirmation Order") confirming the Plan;

K. The Plan created the GUC Trust pursuant to the GUC Trust Agreement, as a post-confirmation successor to the Debtors pursuant to Section 1145 of the Bankruptcy Code, to, *inter alia*, administer the GUC Trust Assets;

L. The Plan, GUC Trust Agreement, MSPA and Side Letter provided the GUC Trust with the sole, exclusive right to object to and settle General Unsecured Claims, pursue an Estimation Order, and request and receive the Adjustment Shares;

M. On March 31, 2011 (the "Effective Date"), the Plan was declared effective;

N. As of December 31, 2017, the total allowed General Unsecured Claims are \$31,855,431,837;

### **The Recalls and the Multi-District Litigation.**

O. In or around February and March of 2014, New GM issued a recall, NHTSA Recall Number 14V-047, pertaining to 2,191,525 vehicles with an ignition switch defect (the "Ignition Switch Defect");

P. In or around June, July and September of 2014, New GM issued four additional recalls pertaining to approximately 10 million vehicles with defective ignition switches, NHTSA Recall Numbers 14V-355, 14V-394, 14V-540 and 14V-400;

Q. In or around March of 2014, New GM issued a recall, NHTSA Recall Number 14V-118, pertaining to approximately 1.2 million vehicles with defective side airbags;

R. In or around March of 2014, New GM issued a recall, NHTSA Recall Number 14V-153, pertaining to over 1.3 million vehicles with defective power steering;

S. Commencing after the issuance of the recalls, numerous lawsuits were filed against New GM, individually or on behalf of putative classes of persons, by, *inter alia*:

- a. plaintiffs asserting economic loss claims who, prior to the Closing Date, owned or leased a vehicle with an ignition switch defect included in Recall No. 14V-047 (the "Ignition Switch Plaintiffs");
- b. plaintiffs asserting economic loss claims who, prior to the Closing Date, owned or leased a vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 and 14V-153 (the "Non-Ignition Switch Plaintiffs"); and
- c. plaintiffs asserting personal injury or wrongful death claims based on or arising from an accident that occurred before the Closing Date involving an Old GM vehicle that was later subject to NHTSA Recall Nos. 14V-047, 14V-355, 14V-540, 14V-394 and 14V-400 (the "Pre-Closing Accident Plaintiffs"), including a subset asserting claims involving an Old GM vehicle with the Ignition Switch Defect (the "Ignition Switch Pre-Closing Accident Plaintiffs");

T. Many of the cases commenced against New GM were consolidated in a multi-district litigation (the "GM MDL") pending in the United States District Court for the Southern District of New York before the Hon. Jesse M. Furman (the "District Court");

### **The Motions to Enforce Litigation.**

U. In or around April and August of 2014, New GM sought to enjoin such lawsuits against New GM by filing motions to enforce the Sale Order with respect to: (i) Ignition Switch Plaintiffs; (ii) Ignition Switch Pre-Closing Accident Plaintiffs; and (iii) Non-Ignition Switch Plaintiffs (the "Motions to Enforce");

V. Following the filing of the Motions to Enforce, the Bankruptcy Court identified initial issues to be addressed on the Motions to Enforce with respect to the Ignition Switch Plaintiffs and Ignition Switch Pre-Closing Accident Plaintiffs;

W. Following briefing and argument, the Bankruptcy Court issued the Decision on April 15, 2015, and the Judgment implementing the Decision on June 1, 2015;

X. In the Decision and the Judgment, the Bankruptcy Court ruled that "based on the doctrine of equitable mootness, in no event shall assets of the GUC Trust held at any time in the past, now or in the future (collectively, the 'GUC Trust Assets') (as defined in the Plan) be used to satisfy any claims of the Plaintiffs";

Y. On July 13, 2016, the Second Circuit issued an opinion on direct appeal of the Decision and Judgment, vacating the Bankruptcy Court's equitable mootness ruling as an advisory opinion and further determining that (i) there was no clear error in the Bankruptcy Court's factual finding that Old GM knew or reasonably should have known about the ignition switch defect prior to bankruptcy, (ii) Old GM should have provided direct mail notice to vehicle owners, and (iii) individuals with claims arising out of the ignition switch defect were entitled to notice by direct mail or some equivalent, as required by procedural due process;

Z. Following the issuance of the Second Circuit's mandate, the Bankruptcy Court identified initial issues to be addressed on remand, including whether the Pre-Closing Accident Plaintiffs, the Ignition Switch Plaintiffs and/or the Non-Ignition Switch Plaintiffs satisfy the requirements for authorization to file late proof(s) of claim against the GUC Trust and/or whether such claims are equitably moot;

AA. Pursuant to the Order to Show Cause, on December 22, 2016, the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs who had not received notice of the Order to Show Cause, filed motions for authority to file late proofs of claim, including late class proofs of claim and, on July 28, 2017, certain Pre-Closing Accident Plaintiffs filed a motion for authority to file late proofs of claim, as supplemented on September 19, 2017 and December 12, 2017 (the "**Late Claims Motions**");

BB. On or around February 16, 2017, counsel for the GUC Trust served counsel for the Ignition Switch Plaintiffs and counsel for certain Ignition Switch Pre-Closing Accident Plaintiffs with interrogatories (the "**Late Claims Interrogatories**") in connection with the Late Claims Motions;

CC. An Ignition Switch Plaintiff and certain Ignition Switch Pre-Closing Accident Plaintiffs have responded to the Late Claims Interrogatories;

DD. In or around March 2017, additional briefs were filed by Ignition Switch Plaintiffs, certain Ignition Switch Pre-Closing Accident Plaintiffs, New GM, and jointly by the GUC Trust and the Participating Unitholders on the Applicability of the *Pioneer* Issue and the Tolling Issue (as those terms are defined in the *Order Establishing, Inter Alia, Briefing Schedule for Certain Issues Arising From Late Claim Motions Filed by Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs and Certain Ignition Switch Pre-Closing Accident Plaintiffs* [ECF No. 13869]);

EE. On July 15, 2016 and June 30, 2017, Judge Furman issued opinions in the GM MDL explaining that the "benefit-of-the-bargain defect theory" of economic loss damages "compensates a plaintiff for the fact that he or she overpaid, at the time of sale, for a defective vehicle. That form of injury has been recognized by many jurisdictions." See In re Gen. Motors LLC Ignition Switch Litig., 14-MD-2543 (JMF) (S.D.N.Y. June 30, 2017) [ECF Nos. 3119, 4175]. On April 3, 2018, Judge Furman denied without prejudice, New GM's motion for summary judgment with respect to Plaintiffs' claims for "benefit-of-the-bargain" damages [ECF No. 5310].

FF. On April 24, 2018, the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs filed amended Proofs of Claim in connection with the Late Claims Motions;

GG. On or about April 20, 2018, PIWD Counsel advised the GUC Trust that it would be filing a supplement to its pending Late Claims Motion to add a request to file late proofs of claim on behalf of existing clients of PIWD Counsel that are persons injured or killed in accidents that occurred prior to the Closing Date involving an Old GM vehicle that was subject to Recall Nos. 14V-355, 14V-394, or 14V-400, that would contend, among other things, a due process violation regarding the Bar Date that was substantially similar to the due process

violations that were adjudicated by the Bankruptcy Court with respect to Recall No. 14V-047 (the “Supplemental Late Claims Motion”).

HH. Counsel for the proposed class representatives for the Ignition Switch Plaintiffs, the proposed class representatives for certain Non-Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs have provided counsel for the GUC Trust with expert reports and proffers of evidence indicating that the amount of damages for the Ignition Switch Plaintiffs’, certain Non-Ignition Switch Plaintiffs’, and certain Pre-Closing Accident Plaintiffs’ asserted claims, if ultimately determined to be allowed General Unsecured Claims against Old GM and/or the GUC Trust, would be greater than that amount necessary to trigger New GM’s obligation to issue the Adjustment Shares in the maximum amount under the AMSPA;

II. The Signatory Plaintiffs, on the one hand, and the GUC Trust, on the other hand, disagree regarding whether the proponents of the Late Claims Motions and the Supplemental Late Claims Motion satisfy the requirements for authorization to file late claims and late class proof(s) of claim against the GUC Trust, and whether such asserted claims are equitably moot or barred by the doctrine of laches;

JJ. The Signatory Plaintiffs, on the one hand, and the GUC Trust, on the other hand, disagree regarding whether any GUC Trust Assets currently in the GUC Trust could be used to satisfy Plaintiffs’ asserted claims against the GUC Trust and Old GM;

KK. The Signatory Plaintiffs, on the one hand, and the GUC Trust, on the other hand, disagree regarding whether the Signatory Plaintiffs are beneficiaries of the GUC Trust;

LL. The Signatory Plaintiffs, on the one hand, and the GUC Trust, on the other hand, disagree regarding whether any GUC Trust Assets previously distributed are subject to claw-back or recapture by the GUC Trust and/or the Plaintiffs to satisfy Plaintiffs’ asserted claims against the GUC Trust and Old GM;

MM. The GUC Trust desires to complete the distribution of the GUC Trust Assets held by the GUC Trust as soon as practicable and, to such purpose, desires to resolve the Late Claims Motions, the Supplemental Late Claims Motion and the Plaintiffs’ asserted claims against the GUC Trust and Old GM;

NN. The GUC Trust acknowledges the key objectives of the Signatory Plaintiffs in entering into this Agreement are to (i) achieve the funding of the Settlement Fund; (ii) avoid the risk, delay, uncertainty and costs of litigation with the GUC Trust; and (iii) seek the issuance of the maximum amount of Adjustment Shares and to make the value of the Settlement Fund and the Adjustment Shares available to satisfy, in part, the Plaintiffs’ claims. In connection with those objectives, the Signatory Plaintiffs have provided to the GUC Trust the expert report and proffer of evidence for the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs, and the expert report and proffer of evidence provided by certain Pre-Closing Accident Plaintiffs;

OO. The Signatory Plaintiffs acknowledge the key objectives of the GUC Trust in entering into this Agreement are: (i) to minimize any delay or risk to the distribution of any remaining GUC Trust Assets to GUC Trust Beneficiaries; (ii) avoid any claw-back or recapture

of prior distributions of GUC Trust Assets; and (iii) otherwise avoid the risk, delay, uncertainty and costs of litigation over the myriad issues that remain outstanding;

PP. Based upon the complexity of the issues in dispute, including, but not limited to the remaining 2016 Threshold Issues (the “**Disputed Issues**”), the potential for extensive, time consuming and expensive litigation regarding the Disputed Issues, the inherent uncertainty that would be attendant to litigating them, and the impact that an adverse judgment would have on the GUC Trust, coupled with the desire to resolve the final potential claims against the GUC Trust, address any due process violations and attendant issues relating to the Recalls issued after the Plan Effective Date, and after review of the expert reports and proffer of evidence from the Ignition Switch Plaintiffs, Non-Ignition Switch Plaintiffs, and Pre-Closing Accident Plaintiffs, as well as expert reports and other materials from New GM, the GUC Trust agrees, as part of the settlement of the Disputed Issues, to seek the issuance of the Estimation Order as provided for pursuant to Section 3.2(c) of the AMSPA, Section 7.3 of the Plan, the Side Letter and Section 5.1 of the GUC Trust Agreement.

## **AGREEMENT**

In settlement of the Disputed Issues between the GUC Trust and the Plaintiffs, the Parties agree to the following:

**1. DEFINITIONS.** The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

**1.1 Adjustment Shares** shall have the meaning ascribed to such term in the Preamble. Solely in the event that the Bankruptcy Court enters the Estimation Order, the term “Adjustment Shares” as used herein shall be deemed to exclude any amounts due and payable on account of taxes or withholding.

**1.2 Adjustment Shares Waiver Provision** shall have the meaning ascribed to such term in Section 2.4 hereto.

**1.3 AMPSA** means that certain Amended and Restated Master Sale and Purchase Agreement, by and among General Motors Corporation and its debtor subsidiaries, as Sellers, and NGMCO, Inc., as successor in interest to Vehicle Acquisition Holdings LLC, a purchaser sponsored by the U.S. Treasury, as Purchaser, dated as of June 26, 2009, together with all related documents and agreements as well as all exhibits, schedules, and addenda thereto, as amended, restated, modified, or supplemented from time to time.

**1.4 Bar Date Order** means that *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(B)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof*, dated Sept. 16, 2009 [ECF No. 4079] entered by the Bankruptcy Court establishing the Bar Date.

**1.5 Bar Date** shall have the meaning ascribed to such term in the Preamble.

**1.6 Bankruptcy Code** means title 11 of the United States Code.

**1.7 Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of New York.

**1.8 Closing Date** shall have the meaning ascribed to such term in the Preamble.

**1.9 Co-Lead Counsel** means, for purposes of this Agreement, Steve W. Berman of Hagens Berman Sobol Shapiro LLP and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP, who were individually and collectively appointed to represent all economic loss plaintiffs in the GM MDL by Order No. 8, In re Gen. Motors LLC Ignition Switch Litig., No. 14-MD-2543 (S.D.N.Y. Aug. 15, 2014) [ECF No. 249], or any other or replacement counsel appointed to represent any Ignition Switch or Non-Ignition Switch Plaintiffs in the GM MDL.

**1.10 Communication** shall have the meaning ascribed to such term in Section 3.15.

**1.11 Confirmation Order** shall have the meaning ascribed to such term in the Preamble.

**1.12 Debtors** shall have the meaning ascribed to such term in the Preamble.

**1.13 Decision** means the *Decision on Motion to Enforce Sale Order*, entered April 15, 2015 [ECF No. 13109] by Judge Robert E. Gerber in the Bankruptcy Court, published as In re Motors Liquidation Company, 529 B.R. 510 (Bankr. S.D.N.Y. 2015), as corrected in *Errata Order RE: Decision on Motion to Enforce Sale Order*, In re Motors Liquidation Co., No. 09-50026, dated July 13, 2015 [ECF No. 13290].

**1.14 Disputed Issues** shall have the meaning ascribed to such term in the Preamble.

**1.15 District Court** shall have the meaning ascribed to such term in the Preamble.

**1.16 Effective Date** shall have the meaning ascribed to such term in the Preamble.

**1.17 Estimation Motion** shall mean a motion filed in the Bankruptcy Court by the GUC Trust seeking a determination of Plaintiffs' aggregate Allowed General Unsecured Claims against the Sellers.

**1.18 Estimation Order** shall mean an order of the Bankruptcy Court estimating Plaintiffs' aggregate Allowed General Unsecured Claims against the Sellers, as contemplated by Section 3.2(c) of the AMSPA, substantially in the form to be agreed upon by the Parties.

**1.19 Final Order** shall have the meaning ascribed to such term in the Plan.

**1.20 General Unsecured Claim** shall have the meaning ascribed to such term in the Plan.

**1.21 GM MDL** shall have the meaning ascribed to such term in the Preamble.

**1.22 GUC Trust** means the trust created by the GUC Trust Agreement in the form approved as Exhibit D to the Plan, as the same has been and may further be amended from time to time.

**1.23 GUC Trust Agreement** means the *Second Amended and Restated Motors Liquidation Company GUC Trust Agreement*, by and among Wilmington Trust Company, as trust administrator and trustee of the GUC Trust, and FTI Consulting, as trust monitor of the GUC Trust, dated July 30, 2015, as it may be amended from time to time.

**1.24 GUC Trust Assets** means assets that have been held, are held, or may be held in the future by the GUC Trust. Solely in the event that the Bankruptcy Court enters the Estimation Order, the term "GUC Trust Assets" as used herein shall be deemed to exclude the Adjustment Shares.

**1.25 GUC Trust Beneficiaries** means, in accordance with Section F of the GUC Trust Agreement, holders of allowed General Unsecured Claims as of the date of this Agreement, and, for the avoidance of doubt, does not include Plaintiffs.

**1.26 GUC Waiver Provision** shall have the meaning ascribed to such term in Section 2.4 hereto.

**1.27 Ignition Switch Defect** shall have the meaning ascribed to such term in the Preamble.

**1.28 Ignition Switch Plaintiffs** shall have the meaning ascribed to such term in the Preamble.

**1.29 Ignition Switch Pre-Closing Accident Plaintiffs** shall have the meaning ascribed to such term in the Preamble.

**1.30 Judgment** means the Judgment, entered June 1, 2015 [ECF No. 13177] by Judge Robert E. Gerber in the Old GM Bankruptcy Case.

**1.31 Key Objectives** means the objectives of the Parties in entering into this Agreement as stated in Paragraphs NN and OO of the Preamble.

**1.32 Late Claims Interrogatories** shall mean the interrogatories that counsel for the GUC Trust served counsel for the Ignition Switch Plaintiffs and counsel for certain Ignition Switch Pre-Closing Accident Plaintiffs on or around February 16, 2017 in connection with the Late Claims Motions.

**1.33 Late Claims Motions** shall have the meaning ascribed to such term in the Preamble.

**1.34 Motors Liquidation Company Avoidance Action Trust** means the trust established under the Plan in connection with recovery of proceeds of the Term Loan Avoidance Action.

**1.35 Motions to Enforce** means, collectively, the (i) *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction*, dated April 21, 2014 [ECF No. 12620]; (ii) *Motion of General Motors LLC Pursuant to 11 U.S.C §§ 105 and 363 to Enforce this Court's July 5, 2009 Sale Order and Injunction Against Plaintiffs in Pre-Closing Accident Lawsuits*, dated August 1, 2014 [ECF No. 12807]; and (iii) *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction (Monetary Relief Actions, Other Than Ignition Switch Actions)*, dated August 1, 2014 [ECF No. 12808].

**1.36 New GM** shall have the meaning ascribed to such term in the Preamble.

**1.37 New GM Common Stock** means the common stock of New GM (NYSE: GM).

**1.38 NHTSA** means the National Highway Traffic Safety Administration.

**1.39 Non-Ignition Switch Plaintiffs** shall have the meaning ascribed to such term in the Preamble.

**1.40 Notice Cost Cap Amount** shall have the meaning ascribed to such term in Section 2.3.

**1.41 Notice Order** shall have the meaning ascribed to such term in Section 2.3.

**1.42 Old GM** shall have the meaning ascribed to such term in the Preamble.

**1.43 Old GM Bankruptcy Case** means those proceedings commenced on June 1, 2009 in the Bankruptcy Court captioned *In re Motors Liquidation Company, et al., f/k/a General Motors Corp.*, Bankr. No. 09-50026.

**1.44 Order to Show Cause** means the order entered by the Bankruptcy Court on December 13, 2016, which identified five threshold issues.

**1.45 Outside Date** shall have the meaning ascribed to such term in Section 3.2.

**1.46 Participating Unitholders** means certain unaffiliated holders of 67% of the beneficial units of the GUC Trust, as of the date of this Agreement, represented by Akin Gump Strauss Hauer & Feld LLP.

**1.47 Parties** means the Signatory Plaintiffs and the GUC Trust.

**1.48 Petition Date** means June 1, 2009, when Motors Liquidation Company, f/k/a General Motors Corporation, a Delaware Corporation, and certain of its affiliated companies commenced cases under chapter 11 of the Bankruptcy Code.

**1.49 PIWD** means claims for personal injury and wrongful death.

**1.50 PIWD Counsel** means (i) Robert C. Hilliard of Hilliard Martinez Gonzales, LLP and Thomas J. Henry of the Law Offices of Thomas J. Henry, but solely for the Pre-Closing

Accident Plaintiffs represented by those two law firms with respect to a Late Claims Motion and a Supplemental Late Claims Motion; and (ii) Lisa M. Norman of Andrews Myers, P.C., but solely for the Pre-Closing Accident Plaintiffs represented by that law firm with respect to a Late Claims Motion.

**1.51 PIWD Plaintiffs** means those certain Ignition Switch Pre-Closing Accident Plaintiffs represented by PIWD Counsel with respect to a Late Claims Motion or a Supplemental Late Claims Motion.

**1.52 Plaintiffs** means the Ignition Switch Plaintiffs, the Non-Ignition Switch Plaintiffs, and the Pre-Closing Accident Plaintiffs, including all plaintiffs (whether named or unnamed, including unnamed members of a putative class) covered by any of the Late Claims Motions, all plaintiffs represented by counsel that is signatory hereto and any other party who (i) prior to July 10, 2009, suffered an economic loss claim by reason of his, her or its ownership or lease of an Old GM vehicle with an Ignition Switch Defect included in Recall No. 14V-047; (ii) prior to July 10, 2009 suffered an economic loss claim by reason of their ownership or lease of an Old GM vehicle with defects in ignition switches, side airbags, or power steering included in NHTSA Recall Nos. 14V-355, 14V-394, 14V-400, 14V-118 or 14V-153, and/or (iii) suffered a personal injury or wrongful death based on or arising from an accident that occurred prior to the Closing Date that involved an Old GM vehicle that was later subject to NHTSA Recall Nos. 14V-047, 14V-355, 14V-394, or 14V-400, it being understood however that the covenants and agreements to be performed by the Signatory Plaintiffs are to be performed by Co-Lead Counsel and PIWD Counsel and that no action or failure to act by any Plaintiff (other than the Signatory Plaintiffs) shall constitute a breach of this Agreement or shall excuse the performance of any other Party.

**1.53 Plan** means the Debtors' Second Amended Joint Chapter 11 Plan, filed March 18, 2011 [ECF No. 9836] by Motors Liquidation Company in the Old GM Bankruptcy Case.

**1.54 Pre-Closing** means any time before July 10, 2009, the date on which the 363 Sale between the Sellers and New GM closed.

**1.55 Pre-Closing Accident Plaintiffs** shall have the meaning ascribed to such term in the Preamble.

**1.56 Proofs of Claim** means the late proofs of claim, including late class proofs of claim, that the Ignition Switch Plaintiffs, certain Non-Ignition Switch Plaintiffs and certain Pre-Closing Accident Plaintiffs sought authority to file pursuant to the Late Claims Motions and the Supplemental Late Claims Motion, and any amendments thereto filed prior to the execution of this Agreement.

**1.57 Recalls** means NHTSA Recall Numbers 14V-047, 14V-355, 14V-394, 14V-540, 14V-400, 14V-118 and 14V-153.

**1.58 Sale Order** means the *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting Related Relief*, dated July 5, 2009 [ECF No. 2968] and the supporting *Decision on Debtors' Motion for Approval of (1) Sale of Assets to Vehicle Acquisition Holdings*,

*LLC; (2) Assumption and Assignment of Related Executory Contracts; and (3) Entry into UAW Retiree Settlement Agreement, dated July 5, 2009 [ECF No. 2967].*

**1.59 Sellers** means Motors Liquidation Company, formerly known as General Motors Corporation, together with three of its debtor subsidiaries, Chevrolet-Saturn of Harlem, Inc.; Saturn, LLC; and Saturn Distribution Corporation.

**1.60 Settlement** means the settlement of the Parties' disputes as provided for by this Agreement.

**1.61 Settlement Amount** shall have the meaning ascribed to such term in Section 2.4.

**1.62 Settlement Effective Date** shall have the meaning ascribed to such term in Section 3.1.

**1.63 Settlement Fund** shall have the meaning ascribed to such term in Section 2.4.

**1.64 Settlement Motion** shall have the meaning ascribed to such term in Section 2.2.

**1.65 Settlement Order** shall have the meaning ascribed to such term in Section 2.2.

**1.66 Side Letter** shall mean the document attached hereto as Exhibit A, by and between the GUC Trust, the Debtors, New GM, and FTI Consulting (as trust monitor of the GUC Trust) dated September 23, 2011.

**1.67 Signatory Plaintiffs** means PIWD Counsel on behalf of the PIWD Plaintiffs identified on Schedule 2, and Co-Lead Counsel on behalf of the proposed class representatives for Ignition Switch Plaintiffs and proposed class representatives for certain Non-Ignition Switch Plaintiffs identified on Schedule 3.

**1.68 Supplemental Late Claims Motion** shall have the meaning ascribed to such term in the Preamble.

**1.69 Term Loan Avoidance Action** means the action captioned *Official Committee of Unsecured Creditors of Motors Liquidation Co. v. JPMorgan Chase Bank, N.A. et al.*, Adv. Pro. No. 09-00504 (Bankr. S.D.N.Y. July 31, 2009).

**1.70 Term Loan Avoidance Action Claims** shall have the meaning ascribed to such term in the GUC Trust Agreement.

**1.71 Waiver** shall have the meaning ascribed to such term in Section 2.4.

**1.72 Waiver Provision** shall have the meaning ascribed to such term in Section 2.4.

**1.73 2016 Threshold Issues** means the five threshold issues identified in the Bankruptcy Court's Order to Show Cause of December 13, 2016.

**1.74 363 Sale** means the consummation of transactions that were approved on July 10, 2009 pursuant to the Sale Order.

**2. MUTUAL AGREEMENTS OF THE PARTIES.**

**2.1** The Preamble constitutes an essential part of the Agreement and is incorporated herein.

**2.2** As soon as practicable following the execution of this Agreement:

(a) the Parties shall prepare and file a motion in the Bankruptcy Court (the “**Notice Motion**”) (i) seeking authority to reallocate GUC Trust Assets; (ii) seeking approval of the proposed noticing procedures with respect to the Settlement Motion and Estimation Motion, and entry of the Notice Order and (iii) directing the production of information held by General Motors LLC pursuant to Federal Rule of Bankruptcy Procedure 2004,

(b) the Parties shall prepare and file a motion in the Bankruptcy Court (the “**Settlement Motion**”) seeking entry of an order (the “**Settlement Order**”) substantially in the form to be agreed upon by the Parties, and otherwise on terms acceptable to the GUC Trust, Co-Lead Counsel and PIWD Counsel, each in their sole and absolute discretion, approving the Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, and

(c) the GUC Trust shall prepare and file the Estimation Motion seeking entry of the Estimation Order substantially in the form to be agreed upon by the Parties, and otherwise on terms acceptable to the GUC Trust, Co-Lead Counsel and PIWD Counsel, each in their sole and absolute discretion.<sup>2</sup>

**2.3** Notice. By the Notice Motion, the Parties shall seek an order (the “**Notice Order**”) of the Bankruptcy Court approving the proposed notice procedures for noticing of the Settlement Motion and Estimation Motion, substantially in the form to be agreed upon by the Parties. The Parties further agree that following the entry of the Notice Order, they shall provide notice of the Settlement Motion and Estimation Motion in accordance with the procedures approved by the Bankruptcy Court. Based on notice plan proposals from leading notice administrators, the Parties have budgeted and the GUC Trust agrees to pay the reasonable costs and expenses for notice of the Settlement Motion in an amount up to \$6,000,000 (the “**Notice Cost Cap Amount**”). The requested notice procedures shall include (i) publication notice by multimedia channels that may include social media, e-mail, online car and consumer publications, and a settlement website (which, for the avoidance of doubt, may be the GUC Trust’s website at [www.mlcguctrust.com](http://www.mlcguctrust.com)) where all relevant documents and long form notice will be posted; (ii) notice by postcard to: (A) all persons in the United States who, prior to July 10, 2009, owned or leased a vehicle manufactured by Old GM that was subject to the Recalls; (B) all Pre-Closing Accident Plaintiffs who have filed a lawsuit against New GM as of the date of this Agreement; and (C) all Pre-Closing Accident Plaintiffs who have filed or joined a motion for authorization to file late claims against the GUC Trust; (iii) notice to all defendants in the

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<sup>2</sup> For the avoidance of doubt, the Settlement Motion and the Estimation Motion shall be filed but not served prior to the entry of the Notice Order.

Term Loan Avoidance Action via the Bankruptcy Court's ECF system and, to the extent a defendant is not registered to receive notice via the ECF system, via postcard, and (iv) notice via DTC's LENSNOTICE system to holders of beneficial units of the GUC Trust. The Signatory Plaintiffs agree to pay any amounts in excess of the Notice Cost Cap Amount. For the avoidance of doubt, the GUC Trust shall not be obligated to fund or otherwise be committed to fund the Notice Cost Cap Amount unless and until the Bankruptcy Court enters the Notice Order.

**2.4** In furtherance of the Key Objectives and as an inducement to the GUC Trust's entry into this Agreement and willingness to be bound by the terms of the Settlement Order and the Estimation Order, provided notice has been given in the form and manner approved by the Bankruptcy Court pursuant to the Notice Order, the Signatory Plaintiffs agree that they will (i) not object to any and all injunctions sought by the GUC Trust pursuant to Bankruptcy Code Section 105 solely to further effectuate the Waiver and (ii) support the entry of a Settlement Order that:

- (a) authorizes and directs the GUC Trust to, within five (5) business days of the Settlement Effective Date, irrevocably pay fifteen million dollars (\$15,000,000) in cash (the "**Settlement Amount**") to a trust, fund or other vehicle (the "**Settlement Fund**") established and designated by the Signatory Plaintiffs (for purposes of administration of Plaintiffs' claims reconciliation and/or distributions to Plaintiffs under a subsequent allocation methodology); provided that, in the event the Signatory Plaintiffs have not designated such Settlement Fund within two (2) business days following the Settlement Effective Date, the GUC Trust shall place the Settlement Amount into an third party escrow account established by the GUC Trust;
- (b) contains a provision which, effective upon (i) the Settlement Order becoming a Final Order (unless the GUC Trust waives the requirement that the Settlement Order be a Final Order in accordance with Section 3.1 hereof) and (ii) payment of the Settlement Amount, imposes a complete and irrevocable waiver and release on the part of all Plaintiffs with respect to any and all rights, claims and causes of action (including but not limited to any claims and causes of action arising as a result of the Recalls or with respect to General Unsecured Claims of the Plaintiffs arising under, or that may arise under, an Estimation Order), now existing or arising in the future, that any Plaintiff might directly or indirectly assert against the Debtors, their estates, the GUC Trust, the trust administrator of the GUC Trust, the GUC Trust Monitor, the GUC Trust Assets, the Motors Liquidation Company Avoidance Action Trust, the trustee for the Motors Liquidation Company Avoidance Action and the GUC Trust Beneficiaries, and channels all such claims or potential claims to the Settlement Fund for administration and satisfaction (the "**Waiver Provision**," and the waiver and release contemplated thereby, the "**Waiver**");
- (c) contains a provision which, effective upon (i) the Settlement Order becoming a Final Order (unless the GUC Trust waives the requirement that the Settlement Order be a Final Order in accordance with Section 3.1 hereof) and (ii) payment of the Settlement Amount, imposes a complete and irrevocable waiver and release from the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and

all defendants in the Term Loan Avoidance Action, with respect to any rights to the Settlement Fund, including the Settlement Amount (the "**GUC Waiver Provision**");

(d) schedules a hearing in the Bankruptcy Court to consider the Estimation Motion and entry of the Estimation Order; and

(e) contains a provision which, effective upon (i) the Settlement Order becoming a Final Order (unless the GUC Trust waives the requirement that the Settlement Order be a Final Order in accordance with Section 3.1 hereof), and (ii) payment of the Settlement Amount, and subject to the entry of the Estimation Order by the Bankruptcy Court, imposes a complete and irrevocable waiver and release from the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and all defendants in the Term Loan Avoidance Action, with respect to any rights to any Adjustment Shares (the "**Adjustment Shares Waiver Provision**").

**2.5** In furtherance of the Key Objectives and as an inducement to the Signatory Plaintiffs' entry into this Agreement and willingness to be bound by the terms of Settlement Order, including but not limited to the Waiver Provision, the GUC Trust, in settlement of the Disputed Issues, (x) consents to the late filing of the Proofs of Claim, as amended, and (y) agrees that it shall seek the entry of an Estimation Order that:

(a) estimates the aggregate allowed General Unsecured Claims of Plaintiffs against Sellers and/or the GUC Trust pursuant to Section 5.1 of the GUC Trust Agreement, Section 7.3 of the Plan, Section 3.2(c) of the AMSPA and the Side Letter in an amount that, as of the date of the Estimation Order, could equal or exceed \$10 billion, thus triggering the issuance of the maximum amount of the Adjustment Shares; and

(b) directs that, subject to Section 2.13 hereof, any such Adjustment Shares issued as a result of an Estimation Order, or the value of such Adjustment Shares, be promptly delivered by New GM to the Settlement Fund.

**2.6** Following the Settlement Order becoming a Final Order (unless the GUC Trust waives the requirement that the Settlement Order be a Final Order in accordance with Section 3.1 hereof), contemporaneously with the payment of the Settlement Amount by the GUC Trust to the Settlement Fund, the Waiver Provision shall become immediately and automatically effective and binding on all Plaintiffs, and the GUC Waiver Provision shall become immediately and automatically effective and binding on the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and all defendants in the Term Loan Avoidance Action.

**2.7** Provided that the Settlement Order has become a Final Order (unless the GUC Trust waives the requirement that the Settlement Order be a Final Order in accordance with Section 3.1 hereof), then, contemporaneously upon the entry of the Estimation Order (i) the Adjustment Shares Waiver Provision shall become immediately and automatically effective and binding on the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and all defendants in the Term Loan Avoidance Action, and (ii) the

GUC Trust shall be prohibited from, at any time, objecting to the allowance of the estimated claims at the amount set forth in such Estimation Order.

**2.8** The Parties shall use commercially reasonable efforts to have the Estimation Motion considered by the Court as soon as reasonably practicable following the entry of the Settlement Order, provided that, (i) regardless of when the hearing on the Estimation Order is held (and regardless of whether the request to enter the Estimation Order is approved or denied), this Agreement (including, but not limited to Sections 2.2, 2.4, 2.6, 2.11, and 2.12 hereof) and the Settlement Order shall remain binding; (ii) the Settlement Amount shall not be returned to the GUC Trust under any circumstances; and (iii) the GUC Trust shall not be required to incur costs (other than the costs of notice as set forth in Paragraph 2.3 hereof and the payment of the Settlement Amount) in excess of a reasonable amount in connection with prosecuting the Settlement Motion, the Estimation Motion, or any appeals thereof.

**2.9** Notwithstanding Sections 157(b)(2)(B) and (b)(2)(O) of Title 28 of the United States Code, in connection with the Settlement Motion, to the extent (if any) consent is required, the Pre-Closing Accident Plaintiffs represented by PIWD Counsel consent to the Bankruptcy Court estimating their personal injury and wrongful death claims against the Sellers and/or the GUC Trust for purposes of determining whether and to what extent the Plaintiffs' Allowed General Unsecured Claims in the aggregate exceed thirty-five billion dollars (\$35,000,000,000). The Pre-Closing Accident Plaintiffs represented by PIWD Counsel do not consent to estimation of their personal injury and wrongful death claims by the Bankruptcy Court for any other purpose or in connection with any other proceeding. If further adjudication of their personal injury and wrongful death claims is necessary notwithstanding entry of an Estimation Order, the Pre-Closing Accident Plaintiffs represented by PIWD Counsel expressly reserve their rights to have their claims tried (pursuant to Section 157(b)(5) of Title 28 of the United States Code) or estimated in the District Court, or in the district court in which the claim arose, as determined by the District Court.

**2.10** The Parties agree that all of the value of the Settlement Fund, minus any tax withholding, shall be reserved for the exclusive benefit of the Plaintiffs, subject only to costs associated with the administration of the Settlement Fund. For the avoidance of doubt, none of the GUC Trust, the GUC Trust Beneficiaries, the Motors Liquidation Company Avoidance Action Trust, and defendants of the Term Loan Avoidance Action, (i) shall have any rights or entitlements with respect to the Settlement Fund or the funds therein, and (ii) solely to the extent that an Estimation Order is entered by the Bankruptcy Court, shall have any rights or entitlements to any Adjustment Shares issued pursuant to such Estimation Order, or to the value of such Adjustment Shares.

**2.11** The Signatory Plaintiffs or, in the alternative, an administrator appointed by the Signatory Plaintiffs, shall establish the Settlement Fund (at the sole cost of the Signatory Plaintiffs) and the procedures for the administration and allocation to Plaintiffs of the Settlement Fund, including the criteria for Plaintiffs to assert a claim against the Settlement Fund, the methodology for allocating the Settlement Fund to Plaintiffs, and procedures for payment of Plaintiffs' attorneys' fees.

(a) Allocation of the Settlement Amount, any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund between the Plaintiffs asserting economic loss claims and the Plaintiffs asserting PIWD claims shall be determined and approved by the Bankruptcy Court. Notice of any agreement as to the proposed allocation of the Settlement Amount, any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund as between the group of Plaintiffs asserting claims for economic loss, on the one hand, and the group of Plaintiffs asserting PIWD claims, on the other hand, along with information about the hearing date and how and when to assert any objections, will be provided by, and at the sole cost of, Signatory Plaintiffs (and not the GUC Trust) via a settlement website to all known Plaintiffs whose rights might be affected by such allocation, and such Plaintiffs shall have an opportunity to object to the proposed allocation at a hearing, as when and if such agreement is reached.

(b) Approval of the qualifications and criteria for Plaintiffs to be eligible to receive distributions from the Settlement Amount, any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund shall be done by the Bankruptcy Court. Notice of any proposed criteria for determining the right or ability of each Plaintiff to receive a distribution from the Settlement Amount, any Adjustment Shares (or their value), and any other consideration contained in the Settlement Fund on account of a claim against Debtors based upon economic loss or for PIWD arising or occurring before the Bar Date, along with information about the hearing date and how and when to assert any objections, will be provided by, and at the sole cost of, Signatory Plaintiffs (and not the GUC Trust) via a settlement website to all known Plaintiffs whose rights might be affected by the establishment of criteria for the payment of such claims and such Plaintiffs shall have an opportunity to object to the proposed criteria at a hearing, as when and if such criteria is developed. Being defined as a Plaintiff does not assure any party that he, she, or it will receive a distribution from the Settlement Amount, any Adjustment Shares (or their value), or any other consideration contained in the Settlement Fund.

**2.12** Nothing in the Agreement is intended to waive any claims against New GM or to be an election of remedies against New GM; nor does the Agreement or any payments made in connection therewith represent full satisfaction of any claims against the Debtors, unless and until such claims are in fact paid in full from every available source; provided, however, that in no event shall any Plaintiff be permitted to seek any further payment or compensation from the GUC Trust in respect of its claims or otherwise, other than the Settlement Amount and the Adjustment Shares. Except as mandated otherwise under applicable law, (i) nothing in the Settlement Agreement shall be construed to waive (nor is anything in the Settlement Agreement intended by the Parties to waive) any claims that any Plaintiff may have against New GM or constitute an election of remedies by any Plaintiff; (ii) neither the Settlement Amount nor any Adjustment Shares (nor any distribution thereof to any Plaintiff) shall represent full and final satisfaction of any claim that any Plaintiff may have against New GM, all of which are expressly reserved; and (iii) the Bankruptcy Court's estimate of the Plaintiffs' Allowed General Unsecured Claims in an Estimation Order shall not operate as a cap on any of the claims of any of the Plaintiffs against New GM.

**2.13** Notwithstanding anything in the Agreement to the contrary, and although not anticipated to be required to do so, the GUC Trust, the GUC Trust Administrator, and any applicable withholding agent shall be entitled to deduct and withhold from the distribution of the Adjustment Shares otherwise payable to the Settlement Fund pursuant to this Agreement any amount as may be required to be deducted and withheld with respect to the making of such payment under the United States Internal Revenue Code of 1986, as amended (the “Code”), or any other provision of tax law. The GUC Trust and the GUC Trust Administrator agree to provide the Settlement Fund with reasonable notice of its intent to deduct and withhold if required to do so, and to the extent practicable, consider in good faith any position that the Settlement Fund raises as to why withholding is not required or alternative arrangements proposed by the Settlement Fund that may avoid the need for withholding. To the extent that amounts are so withheld or deducted by the GUC Trust, the GUC Trust Administrator, or other applicable withholding agent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Settlement Fund. In addition, in accordance with Section 6.1(e) of the GUC Trust Agreement and taking into account Section 7.3 of the GUC Trust Agreement, the GUC Trust Administrator may hold back from the distributions of Adjustment Shares contemplated by this Agreement sufficient Adjustment Shares or amounts in order to settle the tax liabilities of the GUC Trust incurred as a result of the transactions contemplated by this Agreement. To the extent such hold back of Adjustment Shares is necessary, the GUC Trust Administrator shall monetize such held back Adjustment Shares on the same date as the distribution of Adjustment Shares is provided to the Settlement Fund. Furthermore, the GUC Trust Administrator will request an expedited determination of taxes of the GUC Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for any and all tax periods that include transactions contemplated by this Agreement. Upon such determination (or, in the event a court of competent jurisdiction decides that such a determination is unavailable, as soon as reasonably practicable but no later than the expiration of the applicable statute of limitations), the GUC Trust Administrator will distribute in accordance with provisions of this Agreement any amounts held back in excess of any tax liabilities incurred by the GUC Trust as a result of the transactions contemplated by this Agreement. The GUC Trust and the GUC Trust Administrator agree to provide the Settlement Fund with reasonable notice of (a) any intent to hold back Adjustment Shares and (b) the amount to be withheld, with the intent that such withheld amount would not exceed what could be the final tax liability of the GUC Trust as a result of the transactions contemplated by this Agreement.

### **3. MISCELLANEOUS PROVISIONS APPLICABLE TO THIS AGREEMENT.**

**3.1 Settlement Effective Date.** This Agreement shall become effective and binding on the Parties on the date on which this Agreement is fully executed by each of the Parties. The Settlement set forth in this agreement (including but not limited to the required payment of the Settlement Amount, the delivery of the Waiver as set forth herein, the GUC Waiver Provision, and to the extent provided in section 2.4(e) hereof, the Adjustment Shares Waiver Provision) shall become effective on the date that the Settlement Order becomes a Final Order (the “Settlement Effective Date”), provided, however, that from and after the date the Settlement Order is entered by the Bankruptcy Court, the GUC Trust may waive the requirement that the Settlement Order be a Final Order.

### **3.2 Termination.**

(A) Automatic Termination. This Agreement shall immediately terminate as to all Parties in the event that (a) the Bankruptcy Court denies approval of the Notice Order (or requires notice procedures materially different from those set forth in Section 2.2 hereof that is not otherwise reasonably acceptable to the Parties), or (b) the Bankruptcy Court denies approval of the Settlement Motion as it relates to the Settlement Order (for the avoidance of doubt, this Agreement shall not immediately terminate if the Bankruptcy Court denies approval of the Estimation Order). In the event of such automatic termination, this Agreement shall be null and void, and each of the Parties' respective interests, rights, remedies and defenses shall be fully restored without prejudice as if this Agreement (except as set forth in Sections 3.3, 3.4, 3.5, 3.13, 3.15, and 3.19) had never existed and the Parties shall be returned to their respective positions *status quo ante*.

(B) Termination by the GUC Trust. This Agreement shall be terminable at the option of the GUC Trust in the event that (a) the Notice Order is not entered on or before 60 days after filing the Notice Motion, or (b) the Settlement Effective Date does not occur on or before 90 days after notice of the Settlement Motion has been provided pursuant to Section 2.3 hereto and the Notice Order (each of (a) and (b) the "**Outside Date**"). Following the passage of the Outside Date, the GUC Trust shall be entitled to send a notice of termination to the Signatory Plaintiffs in accordance with Section 3.15 hereof, with the Agreement automatically terminating on the date that such notice is received by the Signatory Plaintiffs. In the event of such termination, this Agreement shall be null and void, and each of the Parties' respective interests, rights, remedies and defenses shall be fully restored without prejudice as if this Agreement (except as set forth in Sections 3.3, 3.4, 3.5, 3.13, 3.15, and 3.19) had never existed and the Parties shall be returned to their respective positions *status quo ante*.

(C) Termination by Any Party for Cause. In the event of any material breach of the terms of this Agreement, the non-breaching Party may elect (in addition to any other remedies available to the non-breaching party hereunder or under applicable law) to terminate this Agreement by (i) providing a Communication to the breaching party as set forth in Section 3.15 below, and affording the breaching party a five (5) business day period in which to cure the purported breach, and (ii) absent such cure or the commencement of an action in the Bankruptcy Court with respect to the existence of any such breach, by providing a follow-up Communication to the breaching Party as set forth in Section 3.15 below, that declares the Agreement to be terminated. Following such termination for cause, the terms of the Agreement shall no longer be binding on the non-breaching Party (except as set forth in Sections 3.3, 3.4, 3.5, 3.13, 3.15, and 3.19).

**3.3 Attorneys' Fees.** Except as otherwise provided for herein, each of the Parties shall pay its own court costs, attorneys' fees, and all other expenses, costs, and fees incurred relating to this Agreement and any related litigation, including but not limited to the GM MDL and Motions to Enforce litigation. If any lawsuit or proceeding is required to enforce the terms of this Agreement, the prevailing party in any such lawsuit or proceeding shall be entitled to reasonable attorney's fees and costs.

**3.4 No Admission.** Nothing in this Agreement shall be deemed an admission of any kind. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than in support of the Settlement Motion and proposed entry of the Settlement Order and Estimation Order or in a proceeding to enforce the terms of this Agreement.

**3.5 Remedies.** Each of the Parties retain all remedies available in law or equity for breach of this Agreement by any Party, including, without limitation, the right of a non-breaching Party to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

**3.6 No Litigation.** Except as may be necessary to enforce the terms of this Agreement, the Parties and any other person who is an intended beneficiary hereunder, agree that she or he shall not commence or proceed with any action, claim, suit, proceeding or litigation against any other Party, directly or indirectly, regarding or relating to the matters described in this Agreement, or take any action inconsistent with the terms of the Agreement.

**3.7 Further Assurances.** Each of the Parties covenant to, from time to time, execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence, effectuate, or carry out the intent and purposes of this Agreement or to perform its obligations under this Agreement and the transactions contemplated thereby.

**3.8 Cooperation.** The Parties agree to reasonably cooperate with one another to effectuate an efficient and equitable implementation of this Agreement.

**3.9 Counterparts; Facsimile; Signatures.** This Agreement may be executed in any number of counterparts and by different Parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by any of the Parties by facsimile or .pdf electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement, shall be deemed to be an original signature hereto, and shall be admissible as such in any legal proceeding to enforce this Agreement.

**3.10 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, partners, attorneys, employees, representatives, officers, directors, shareholders, divisions, subsidiaries, affiliates, transferees, heirs, executors, administrators, personal representatives, legal representatives, successors, and assigns.

**3.11 Integration.** This Agreement constitutes the entire agreement and understanding among the Parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements, representations and understandings between or among any of the Parties hereto relating to such subject matter. In entering into this Agreement, the Parties and each of them acknowledge that they are not relying on any statement, representation, warranty, covenant or agreement of any kind made by any other party hereto or any employee or agent of

any other party hereto, except for the representations, warranties, covenants and agreements of the Parties expressly set forth herein.

**3.12 Amendment.** Except as otherwise specifically provided in this Agreement, no amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties.

**3.13 Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and the Parties agree to take any and all steps which are necessary in order to enforce the provisions hereof.

**3.14 Severability.** The terms and conditions of this Agreement are not severable. However, if any provision or part of any provision of this Agreement is for any reason declared or determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and shall remain valid and fully enforceable, and such invalid, unenforceable, or illegal part or provision shall not be deemed to be part of this Agreement.

**3.15 Notices.** Any notice, demand, request, consent, approval, declaration or other communication (a “**Communication**”) under this Agreement shall be in writing and shall be given or delivered (i) by a nationally recognized private overnight courier service addressed as indicated in Schedule 1 annexed hereto or to such other address as such party may indicate by a notice delivered to the other Parties hereto in accordance with the provisions hereof; or (ii) to the extent that such Communication has been filed with the Bankruptcy Court, via the electronic distribution means used by the Bankruptcy Court. Any Communication shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the first business day following the date upon which it is delivered for overnight delivery to such courier service.

**3.16 Choice of Law and Forum; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles. The District Court and the Bankruptcy Court shall have jurisdiction to resolve any dispute arising out of, related to or in connection with this Agreement to the exclusion of any other court, and the Parties hereby consent to the jurisdiction of the District Court and the Bankruptcy Court for resolution of such disputes and agree that they shall not attempt to litigate any such dispute in any other court.

**3.17 Advice of Counsel.** Each Party represents and acknowledges that it has been represented by an attorney with respect to this Agreement and any and all matters covered by or related to such Agreement. Each Party further represents and warrants to each other that the execution and delivery of this Agreement has been duly authorized by each of the Parties after consultation with counsel, that the persons signing this Agreement on their behalf below have been fully authorized by their respective Parties to do so, and that the undersigned do fully understand the terms of this Agreement and have the express authority to enter into this Agreement.

**3.18 Assignment.** No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto without the prior written consent of the other Parties hereto, and any attempted assignment without such prior consent shall be null and void.

**3.19 Waiver.** Except as otherwise specifically provided in this Agreement, any provision of this Agreement may be waived only by a written instrument signed by the Party against whom enforcement of such waiver is sought.

**3.20 Headings, Number, and Gender.** The descriptive headings of the sections of this Agreement are included for convenience of reference only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral genders, and vice versa.

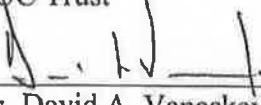
**3.21 Waiver of Jury Trial.** Each of the Parties hereby irrevocably waives its rights, if any, to a jury trial for any claim or cause of action based upon or arising out of this Agreement.

**3.22 Authority.** Each of the Parties represents and warrants that the execution and delivery by it of this Agreement, and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

**3.23 GUC Trust Fiduciary Duties.** Nothing in this Agreement shall otherwise require the GUC Trust or the GUC Trust Administrator to take any action, or to refrain from taking any action, to the extent inconsistent with its fiduciary obligations under applicable law (as reasonably determined by them in good faith after consultation with legal counsel).

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Wilmington Trust National Association,  
Not individually, but solely in its capacity  
as GUC Trust Administrator and Trustee of  
the GUC Trust

By:   
Name: David A. Vanaskey, Jr.

Title: Vice President, Wilmington Trust  
Company

BROWN RUDNICK LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_  
Name: Edward S. Weisfelner  
Name: Howard S. Steel

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

STUTZMAN, BROMBERG, ESSERMAN &  
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and  
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By: \_\_\_\_\_  
Name: Sander L. Esserman

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and  
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By: \_\_\_\_\_  
Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_  
Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

GOODWIN PROCTER LLP

On behalf of the PIWD Plaintiffs Represented  
By Hilliard Martinez Gonzales L.L.P. and the  
Law Offices of Thomas J. Henry

By: \_\_\_\_\_  
Name: William P. Weintraub  
Name: Gregory W. Fox

Title: Counsel to the PIWD Plaintiffs  
Represented By Hilliard Martinez Gonzales  
L.L.P. and the Law Offices of Thomas J.  
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HILLIARD MARTINEZ GONZALES LLP

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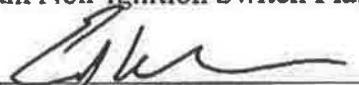
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Name: Sander L. Esserman

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Name: Sander L. Esserman

Title: Designated Counsel for the Ignition Switch Plaintiffs and certain Non-Ignition Switch Plaintiffs in the Bankruptcy Court

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Company

BROWN RUDNICK LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Edward S. Weisfelner

Name: Howard S. Steel

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

STUTZMAN, BROMBERG, ESSERMAN &  
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Sander L. Esserman

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: 

Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

GOODWIN PROCTER LLP

On behalf of the PIWD Plaintiffs Represented  
By Hilliard Martinez Gonzales L.L.P. and the  
Law Offices of Thomas J. Henry

By: \_\_\_\_\_

Name: William P. Weintraub

Name: Gregory W. Fox

Title: Counsel to the PIWD Plaintiffs  
Represented By Hilliard Martinez Gonzales  
L.L.P. and the Law Offices of Thomas J.  
Henry

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Wilmington Trust National Association,  
Not individually, but solely in its capacity  
as GUC Trust Administrator and Trustee of  
the GUC Trust

By: \_\_\_\_\_  
Name: David A. Vanaskey, Jr.

Title: Vice President, Wilmington Trust  
Company

BROWN RUDNICK LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_  
Name: Edward S. Weisfelner  
Name: Howard S. Steel

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

STUTZMAN, BROMBERG, ESSERMAN &  
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_  
Name: Sander L. Esserman

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_  
Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By:   
Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

GOODWIN PROCTER LLP

On behalf of the PIWD Plaintiffs Represented  
By Hilliard Martinez Gonzales L.L.P. and the  
Law Offices of Thomas J. Henry

By: \_\_\_\_\_  
Name: William P. Weintraub  
Name: Gregory W. Fox

Title: Counsel to the PIWD Plaintiffs  
Represented By Hilliard Martinez Gonzales  
L.L.P. and the Law Offices of Thomas J.  
Henry

HILLIARD MARTINEZ GONZALES LLP

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Wilmington Trust National Association,  
Not individually, but solely in its capacity  
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By: \_\_\_\_\_

Name: David A. Vanaskey, Jr.

Title: Vice President, Wilmington Trust  
Company

BROWN RUDNICK LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Edward S. Weisfelner

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Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

STUTZMAN, BROMBERG, ESSERMAN &  
PLIFKA, P.C.

On behalf of Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Sander L. Esserman

Title: Designated Counsel for the Ignition  
Switch Plaintiffs and certain Non-Ignition  
Switch Plaintiffs in the Bankruptcy Court

HAGENS BERMAN SOBOL SHAPIRO LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Steve W. Berman

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP

On behalf of the Ignition Switch Plaintiffs and  
certain Non-Ignition Switch Plaintiffs

By: \_\_\_\_\_

Name: Elizabeth J. Cabraser

Title: Co-Lead Counsel for the Ignition Switch  
Plaintiffs and certain Non-Ignition Switch  
Plaintiffs in the MDL Court

GOODWIN PROCTER LLP

On behalf of the PIWD Plaintiffs Represented  
By Hilliard Martinez Gonzales L.L.P. and the  
Law Offices of Thomas J. Henry

By:   
Name: William P. Weintraub

Name: Gregory W. Fox

Title: Counsel to the PIWD Plaintiffs  
Represented By Hilliard Martinez Gonzales  
L.L.P. and the Law Offices of Thomas J.  
Henry

THE LAW OFFICES OF THOMAS J.  
HENRY

On behalf of the PIWD Plaintiffs

By: \_\_\_\_\_  
Name: Thomas J. Henry

Title: Counsel to the PIWD Plaintiffs

ANDREWS MYERS, P.C.

On behalf of the PIWD Plaintiffs

By: \_\_\_\_\_  
Name: Lisa M. Norman

Title: Counsel to the PIWD Plaintiffs

HILLIARD MARTINEZ GONZALES LLP

On behalf of the PIWD Plaintiffs

By: \_\_\_\_\_  
Name: Robert Hilliard

Title: Counsel to the PIWD Plaintiffs

THE LAW OFFICES OF THOMAS J.  
HENRY

On behalf of the PIWD Plaintiffs

By:

Name: Thomas J. Henry

Title: Counsel to the PIWD Plaintiffs

ANDREWS MYERS, P.C.

On behalf of the PIWD Plaintiffs

By:

Name: Lisa M. Norman

Title: Counsel to the PIWD Plaintiffs

HILLIARD MARTINEZ GONZALES LLP

On behalf of the PIWD Plaintiffs

By:

Name: Robert Hilliard

Title: Counsel to the PIWD Plaintiffs

THE LAW OFFICES OF THOMAS J.  
HENRY

On behalf of the PIWD Plaintiffs

By: \_\_\_\_\_  
Name: Thomas J. Henry

Title: Counsel to the PIWD Plaintiffs

HILLIARD MARTINEZ GONZALES LLP

On behalf of the PIWD Plaintiffs

By: \_\_\_\_\_  
Name: Robert Hilliard  
Title: Counsel to the PIWD Plaintiffs

ANDREWS MYERS, P.C.

On behalf of the PIWD Plaintiffs

By: Lisa M. Norman  
Name: Lisa M. Norman

Title: Counsel to the PIWD Plaintiffs

**EXHIBIT A**

**MOTORS LIQUIDATION COMPANY GUC TRUST**

c/o Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware, 19890-1615

September 23, 2011

Motors Liquidation Company  
401 S. Old Woodward, Suite 370  
Birmingham, Michigan 48009  
Attn: Ted Stenger

Remediation And Liability Management Company, Inc.  
c/o Motors Liquidation Company  
401 S. Old Woodward, Suite 370  
Birmingham, Michigan 48009  
Attn: Ted Stenger

General Motors LLC  
300 Renaissance Center]  
Detroit Michigan 48265-3000  
Attn: Lawrence Buonomo

FTI Consulting, Inc.  
1201 W. Peachtree St., Suite 600  
Atlanta, GA 30309  
Attn: Anna Phillips

**Re: Adjustment Shares**

Ladies and Gentlemen,

Reference is made to the (i) Amended and Restated Master Sale and Purchase Agreement, dated as of July 5, 2009 (as amended, the “MSPA”), by and among General Motors Corporation (now known as Motors Liquidation Company) (“MLC”), certain of MLC’s affiliated debtor entities listed therein (the “MSPA Affiliated Debtors”) and NGMCO, Inc. (now known as General Motors LLC) (“GM”), (ii) Motors Liquidation Company GUC Trust Agreement, dated as of March 30, 2011 (as amended, the “GUC Trust Agreement”), by and among MLC, the MSPA Affiliated Debtors and certain other MLC affiliates (the “Debtors”), Wilmington Trust Company, solely in its capacity as GUC Trust Administrator and trustee of the Motors Liquidation Company GUC Trust (the “GUC Trust Administrator”), and FTI Consulting, Inc., solely in its capacity as GUC Trust Monitor of the Motors Liquidation Company GUC Trust, and (iii) Debtors’ Second Amended Joint Chapter 11 Plan (the “Plan”), as confirmed by order of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) on March 29, 2011. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the GUC Trust Agreement.

Pursuant to the GUC Trust Agreement and the Plan, the Debtors are the parties designated to pursue and receive any Adjustment Shares (as such term is defined in the MSPA) prior to the GUC Trust Funding Date and the Motors Liquidation Company GUC Trust is the party designated to pursue and receive any Adjustment Shares on and after the GUC Trust Funding Date. In order to address any ambiguity under the MSPA or the GUC Trust Agreement regarding the timing and conditions precedent to the issuance of

any Adjustment Shares and in order to eliminate the potential burden on the Bankruptcy Court of estimating claims in order to calculate whether Adjustment Shares should be issued, the parties hereto enter into this letter agreement to fix procedures with respect thereto.

Notwithstanding Section 5.1 of the GUC Trust Agreement or otherwise, and in accordance with Sections 2.3(d) and 6.12 of the GUC Trust Agreement, the undersigned parties agree that the GUC Trust Administrator may, at any time (which for the avoidance of doubt shall not be restricted to on or before the 180th day following the Effective Time), seek (or require the Debtors to seek, as applicable) the Claims Estimate Order (as such term is defined in the MSPA). In the event that the GUC Trust Administrator determines to seek the Claims Estimate Order prior to the GUC Trust Funding Date, the Debtors agree to file and pursue the Claims Estimate Order (in accordance with Sections 2.3(d) and 6.12 of the GUC Trust Agreement) until the GUC Trust Funding Date, at which time the entitlement to pursue the Claims Estimate Order shall be transferred to the GUC Trust Administrator. Notwithstanding anything to the contrary in this letter agreement, in the event that any Adjustment Shares are required to be issued prior to the GUC Trust Funding Date, such Adjustment Shares shall be issued to MLC in accordance with section 3.2(c) of the MSPA.

The parties acknowledge that the GUC Trust Administrator's current intention is to delay a request for a Claims Estimate Order (which may be one or multiple orders) to such time, if any, that the GUC Trust Administrator determines, in its sole and absolute discretion, that the allowed eligible claims are likely to exceed \$35 billion in the aggregate. This delay is intended to eliminate the risk and uncertainty to all parties of estimating at this time the outcome of ongoing litigation with respect to Disputed Claims (as such term is defined in the Plan).

By executing the acknowledgment below, the parties further agree that at any time on or following the GUC Trust Funding Date, the GUC Trust Administrator (as successor to MLC) (i) may seek the Claims Estimate Order (or continue the prosecution of any Claims Estimate Order previously sought by the Debtors), and (ii) shall be entitled to receive the Adjustment Shares, in each case in accordance with Section 3.2(c) of the MSPA as if it were MLC.

For avoidance of doubt, this letter agreement is not intended to amend the MSPA; rather it is intended to clarify the parties' rights and responsibilities thereunder.

This letter agreement may be executed in multiple counterparts (including by means of telecopied or PDF signature pages), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that (i) it has all requisite power and authority to execute and deliver this letter agreement, (ii) this letter agreement constitutes the legal, valid and binding obligation of such party (assuming the due authorization, execution and delivery of this letter agreement by the other parties), and (iii) no further consent, approval or authorization is required on the part of any such party. This letter agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its  
capacity as GUC Trust Administrator

By:

Name:

Title:

**David A. Vanaskey, Jr.**  
**Vice President**

Acknowledged and agreed to on  
this \_\_\_\_ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: \_\_\_\_\_

Name:

Title:

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By: \_\_\_\_\_

Name:

Title:

GENERAL MOTORS LLC

By: \_\_\_\_\_

Name:

Title:

FTI CONSULTING, INC.,  
solely in its capacity as GUC Trust Monitor

By: \_\_\_\_\_

Name:

Title:

Very truly yours,

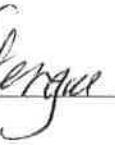
MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its  
capacity as GUC Trust Administrator

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed to on  
this \_\_\_\_ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By:   
Name: Ted Senger  
Title: EVP

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC:

By:   
Name: Ted Senger  
Title: EVP

GENERAL MOTORS LLC

By: \_\_\_\_\_  
Name:  
Title:

FTI CONSULTING, INC.,  
solely in its capacity as GUC Trust Monitor

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its  
capacity as GUC Trust Administrator

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed to on  
this \_\_\_\_ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL MOTORS LLC

By: *Michael P. Millikin*  
Name: Michael P. Millikin  
Title: Senior Vice President and General Counsel

FTI CONSULTING, INC.,  
solely in its capacity as GUC Trust Monitor

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

MOTORS LIQUIDATION COMPANY GUC TRUST

By: WILMINGTON TRUST COMPANY, solely in its  
capacity as GUC Trust Administrator

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed to on  
this \_\_\_\_ day of September, 2011 by:

MOTORS LIQUIDATION COMPANY

By: \_\_\_\_\_  
Name:  
Title:

REMEDIATION AND LIABILITY MANAGEMENT COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

GENERAL MOTORS LLC

By: \_\_\_\_\_  
Name:  
Title:

FTI CONSULTING, INC.,  
solely in its capacity as GUC Trust Monitor

By: Anna Phillips  
Name: Anna Phillips  
Title: Senior Managing Director

Schedule 1

If to the GUC Trust:

c/o Drinker Biddle & Reath LLP  
1177 Ave. of the Americas  
41st Floor  
New York, NY 10036  
Attn: Kristin K. Going  
Clay Pierce

If to the PIWD Plaintiffs represented by Hilliard Martinez Gonzales, LLP and the Law Offices of Thomas J. Henry:

c/o Hilliard Martinez Gonzales, LLP  
719 South Shoreline  
Suite 500  
Corpus Christi, TX 78401  
Attn: Robert C. Hilliard, Esq.

c/o The Law Offices of Thomas J. Henry  
4715 Fredericksburg, Suite 507  
San Antonio, TX 78229  
Attn: Thomas J. Henry, Esq.

c/o Goodwin Procter LLP  
The New York Times Building  
620 Eighth Avenue  
New York, New York 10018  
Attn: William P. Weintraub  
Gregory W. Fox

If to the PIWD Plaintiffs represented by Andrews Myers, P.C.:

c/o Andrews Myers, P.C.  
1885 St. James Place, 15th Floor  
Houston, Texas 77056  
Attn: Lisa M. Norman

If to the Ignition Switch Plaintiffs and/or certain Non-Ignition Switch Plaintiffs (or Co-Lead Counsel on their behalf):

c/o Hagens Berman Sobol Shapiro LLP  
1918 Eighth Avenue, Suite 3300  
Seattle, WA 98101  
Attn: Steve W. Berman, Esq.

c/o Lieff Cabraser Heimann & Bernstein, LLP  
275 Battery Street, 29th Floor  
San Francisco, California 94111  
Attn: Elizabeth J. Cabraser, Esq.

c/o Brown Rudnick LLP  
Seven Times Square  
New York, New York 10036  
Attn: Edward S. Weisfelner  
Howard S. Steel

c/o Stutzman, Bromberg, Esserman & Plifka,  
a Professional Corporation  
2323 Bryan Street, Ste 2200  
Dallas, Texas 75201  
Attn: Sander L. Esserman

Schedule 2

**HMG/TJHIA Pre-Closing Accident Plaintiffs**

1.	Christine Albert	14V047000
2.	Vangie Anderson	14V047000
3.	Horace Atkinson, individually, and as representative of the estate of Tammeye Jan Atkinson	14V047000
4.	Sandra Baylor, individually and as next friend of Kyle Wojciechowski	14V047000
5.	Keith Bennett	14V047000
6.	Walter Bennett	14V047000
7.	Kathleen Bonito	14V047000
8.	Alicia Bowyer	14V047000
9.	Linda Braxton	14V047000
10.	Sandra Bremenkamp	14V047000
11.	Joseph Brooks	14V047000
12.	Rose Brooks	14V047000
13.	Cathalina Brown	14V047000
14.	Amanda Buckley	14V047000
15.	Connell Caldwell	14V047000
16.	Nicole Carter	14V047000
17.	Dessie Chandler	14V047000
18.	Hans Charles	14V047000
19.	Donna Collins, individually and as next friend of Billy Collins	14V047000
20.	Ruth Cuthbertson	14V047000
21.	Gayla Deforest	14V047000
22.	Michelle Delhommer, individually and as next friend of Justice Delhommer and Justin Kyle	14V047000
23.	Michael Deming	14V047000
24.	Peter Doinidis Jr.	14V047000
25.	Alan Dyer, individually and as representative of the estate of Emma Dyer	14V047000
26.	Margaret Dyer	14V047000
27.	Kesha Edmonson	14V047000
28.	Shiza Edwards	14V047000
29.	Abraham Elias	14V047000
30.	Diane Elias	14V047000
31.	Michael Elias	14V047000
32.	Kristi Fair	14V047000

33.	Edward Ferruolo	14V047000
34.	Robert Fish	14V047000
35.	Jessica Fleming	14V047000
36.	Sandra Gibbs	14V047000
37.	Robert Gillespie	14V047000
38.	Tiffany Gomez	14V047000
39.	Catherine Gordon	14V047000
40.	Crystal Greene	14V047000
41.	Stephanie Grooms	14V047000
42.	Kevin Gross	14V047000
43.	Michelle Groves	14V047000
44.	Robert Haislah	14V047000
45.	Donnie Hamilton	14V047000
46.	Paul Harmon	14V047000
47.	Wade Hawes	14V047000
48.	Deana Hemminger	14V047000
49.	Roderick Hill	14V047000
50.	Wesley Hubbard	14V047000
51.	Erik Hultgren	14V047000
52.	Gwendolyn James	14V047000
53.	Robert Jennings	14V047000
54.	Michael Johansen	14V047000
55.	Jason Johndro	14V047000
56.	Kara Johnson	14V047000
57.	Volanda Jones	14V047000
58.	Gloria Kage	14V047000
59.	Rahseda Kalilou	14V047000
60.	Michael Kavanaugh	14V047000
61.	William Keller	14V047000
62.	Andrea Laird	14V047000
63.	James Latimer	14V047000
64.	Nachel Leblanc	14V047000
65.	Gilbert LeDay	14V047000
66.	Janeshea Leonard	14V047000
67.	Kevin Lissner	14V047000
68.	Jenna Loree	14V047000
69.	Mark Love	14V047000
70.	Teeynesha Love	14V047000
71.	Kon Lueth	14V047000

72.	Patricia Lynch	14V047000
73.	Patricia McCloud	14V047000
74.	Sharon McGhee	14V047000
75.	Randall McPherson	14V047000
76.	Eileen Mency	14V047000
77.	Melanie Mosley	14V047000
78.	Edson Myers	14V047000
79.	Ashley Page	14V047000
80.	Sammie Page	14V047000
81.	Kenneth Pearce	14V047000
82.	Sharon Powell	14V047000
83.	Katherine Prados	14V047000
84.	Jami Pruitt	14V047000
85.	Jose Quintanilla	14V047000
86.	Rosalita Quintanilla	14V047000
87.	Samuel Raniolo	14V047000
88.	Justin Robbins	14V047000
89.	Miranda Robinson	14V047000
90.	Dailene Rodgers	14V047000
91.	Rafael Rodriguez	14V047000
92.	Samara Roura	14V047000
93.	Amy Ruppert	14V047000
94.	Carla Santiago	14V047000
95.	Deborah Scroggins	14V047000
96.	Patricia Shinko	14V047000
97.	Deidra Shipman	14V047000
98.	Rodney Sims	14V047000
99.	Clara Small	14V047000
100.	George Smith	14V047000
101.	Rickey Sorrells	14V047000
102.	Christina Spencer	14V047000
103.	Carol Spiller	14V047000
104.	Deborah Stanley	14V047000
105.	Cheryl Stevens	14V047000
106.	Aliana Strauss	14V047000
107.	Marshell Swafford	14V047000
108.	Johnnie Sykes	14V047000
109.	Kenya Taylor	14V047000
110.	Teresa Thomison	14V047000

111.	Hilda Vasquez	14V047000
112.	Erica Walker	14V047000
113.	Tionnte Walker	14V047000
114.	Isaac Warren	14V047000
115.	Diana Watkins	14V047000
116.	Rhonda Weston	14V047000
117.	Virginia White	14V047000
118.	Ashley Wiley	14V047000
119.	Alexander Williams	14V047000
120.	Johnny Wilson	14V047000
121.	Vernessa Wright	14V047000
122.	George Zamora	14V047000
123.	Ernest Adams, individually, and as representative of the estate of Elizabeth Williams	14V400000
124.	Scott Amsdill	14V400000
125.	Dennis Bannarn	14V400000
126.	Linda Barkwell, individually, and as representative of the estate of Randall Forrester	14V355000
127.	Jasmine Barner	14V400000
128.	Lowary Barrett	14V400000
129.	Virginia Bennett	14V400000
130.	Johnnie Bowers	14V355000
131.	David Boyd	14V400000
132.	Melinda Brown, individually, and as representative of the estate of Brenda Inman	14V400000
133.	Darell Buie	14V400000
134.	Jeanine Cady, individually, and as representative of the estate of Sandy Cady	14V355000
135.	Kateasha Cardell	14V400000
136.	Charles Carpenter, individually, and as representative of the estate of Brenda Inman	14V400000
137.	Isaac Casey	14V394000
138.	Edgar Chapman	14V400000
139.	Richard Crew	14V400000
140.	Eric Cunningham	14V400000
141.	Brittany Delk	14V400000
142.	Grant Delk	14V400000
143.	Sherille Delk	14V400000

144.	Sherille Delk, individually and as next friend of Timothy Delk	14V400000
145.	Valeria Delk	14V400000
146.	Alternetta Dunbar	14V400000
147.	Lynda Duncan	14V400000
148.	Jamie Dunson	14V394000
149.	Darryl R Gaston, Jr.	
150.	Dan Ghesquiere	14V355000
151.	Lisa Goad, individually, and as representative of the estate of Justin Wayne Goad	14V400000
152.	Simon Gonzales	14V400000
153.	Christopher Garcia	14V355000
154.	Jennie Hicks, individually, and as representative of the estate of Alphonso Hicks	14V355000
155.	Tanya Howard	14V400000
156.	Melody Hughes	14V400000
157.	Mary Jackson	14V400000
158.	Margaret Johnson, individually and as next friend of Bryan Johnson, individually, and as representative of the estate of Robert Brian Johnson	14V400000
159.	Michael Kavanaugh, individually, and as representative of the estate of Norman Kavanaugh	14V355000
160.	Patricia Kersey, individually, and as representative of the estate of Carl Beale	14V400000
161.	Michael Knight	14V400000
162.	Richard Korona	14V400000
163.	Linda Kunc	14V400000
164.	Cheryl Lesesne	14V394000
165.	Shirley Lester	14V355000
166.	Tony Lett Sr., individually, and as representative of the estate of Tony Lett	14V400000
167.	Margaret Maloney	14V400000
168.	Tammie Marshall	14V400000
169.	Yvette Myles	14V400000
170.	Robert A. Noffke	14V400000
171.	Mary O'Shields, individually, and as representative of the estate of Brenda Inman	14V400000
172.	Janice Ownes	14V400000

173.	Cordelia Perry	14V400000
174.	Kyomi Postley	14V400000
175.	Kyomi Postley, individually and as next friend of Tiffany Postley	14V400000
176.	Kyomi Postley, individually and as next friend of Timothy Postley	14V400000
177.	Martinique Powell	14V400000
178.	Ryan Powell	14V400000
179.	Amber Powledge Colvin, individually, and as representative of the estate of Adam Powledge	14V400000
180.	Austin Powledge, individually, and as representative of the estate of Adam Powledge	14V400000
181.	Mary Powledge, individually, and as representative of the estate of Adam Powledge	14V400000
182.	Ronnie Powledge, individually, and as representative of the estate of Adam Powledge	14V400000
183.	Vernice Prewitt	14V400000
184.	Anna Purdy	14V400000
185.	Muntaha Ramadi	14V400000
186.	Joyce Ramsey	14V400000
187.	Dennis Rogers, individually, and as representative of the estate of Sarah Rogers	14V400000
188.	Timothy Rogers	14V355000
189.	Chikoa Russell	14V400000
190.	Randy Scott	14V400000
191.	Marilyn Secord	14V400000
192.	Yolanda Short-Coleman	14V400000
193.	Derrius Sims	14V394000
194.	Kenneth Small	14V400000
195.	Adam Sowers	14V394000
196.	Ricky Washington	14V400000
197.	Herbert Wilkinson, individually, and as representative of the estate of Jimmy Wilkinson	14V400000

**Pre-Closing Accident Plaintiffs Represented by Andrews Myers Group**

	Last name	First name	Actual Date of Injury
1.	Aguilar	Angel	02/28-29/2008
2.	Allen	Carl	02/01/2008
3.	Alvarado	Angelica	04/07/2007
4.	Amaya	Anthony	06/28/2009
5.	Amaya	Brandon	06/28/2009
6.	Amaya	Rosalie	06/28/2009
7.	Anderson	Cindy	02/14/2003
8.	Anderson	Jeanne	03/25/2003
9.	Andrew	Curtis	03/15/2009
10.	Ashford	Karl	07/26/2006
11.	Ator	Carole	05/09/2008
12.	Bachelder	Jeannine	07/23/2007
13.	Badalucco	Anthony	07/22/2004
14.	Barton	James	08/19/2008
15.	Baylous	Marquessia	08/25/2007
16.	Bazinette	Carolyn	08/15/2005
17.	Beaty	Robert	05/01/2009
18.	Bednar	Jared	01/09/2008
19.	Bennett	Erick	07/04/2008
20.	Bennett	Mary	02/26/2006
21.	Bhandari	Sunita	07/03/2008
22.	Birkheimer	LeAnn	07/09/2006
23.	Black	Benita	06/21/2007
24.	Bleicken	Eric	04/26/2008
25.	Bloedow	Barbara	07/14/2007
26.	Boggs	Alvin	01/14/2007
27.	Bonds	Ashanti	02/28/2009
28.	Booth	Cody	06/02/2009
29.	Botello	David	04/07/2007
30.	Boyle	James	05/12/2009
31.	Bradfield	Annette	12/25/2006
32.	Bradley	Cynthia	11/23/2006
33.	Brown	Bertha	04/17/2009
34.	Brown	Chante	12/19/2007
35.	Brown	Jovan	10/03/2007
36.	Brown	Samantha	02/01/2009
37.	Burke	Christina	03/09/2009
38.	Burley	William	12/19/2008
39.	Carrisales	Patrick	11/25/2003
40.	Celestine	Glory	12/31/2005
41.	Champagne (Decd.)	Dustin	5/25/2007

42.	Charly	Sallie	03/25/2009
43.	Clark	Teresse	10/17/2005
44.	Clem	Paul	05/08/2006
45.	Cochran	Kim	02/11/2005
46.	Coleman	Anthony	07/11/2009
47.	Collins	Daryl	12/09/2007
48.	Comens	Pamela	Dec-07
49.	Cook	Reina	12/29/2006
50.	Coviello	Rebecca	04/09/2008
51.	Cuesta	James	03/13/2005
52.	Curry	Derek	08/05/2005
53.	Cyr	Elizabeth	05/03/2007
54.	Dalsass	Donna	02/11/2007
55.	Dardano	Joanne	12/12/2008
56.	Davis	Tajanae	04/27/2007
57.	Davis	Terry	08/19/2003
58.	Davis	Tiffaney	08/15/2004
59.	Delasso	Seiarra	01/23/2009
60.	Delp	Amanda	05/27/2008
61.	Dent	Anthony	12/11/2008
62.	Dent	Nell	12/30/2005
63.	Dinar	Joseph	10/24/2003
64.	DiSchiavi	Mario	12/10/2008
65.	Dixon	Ashley	01/10/2007
66.	Doll	Lyndsey	11/30/2008
67.	Donato	Joann	07/18/2005
68.	Dorsey	Alonda	07/06/2009
69.	Dorsey-Foster	Amanda	07/06/2009
70.	Dullen	Ryan	2004
71.	Dziedzic	Tommy	12/21/2005
72.	Earnest	Crystal	04/22/2005
73.	Earnest	Gregory	04/22/2005
74.	Earnest	Jessie	04/22/2005
75.	Earnest	Tyler	04/22/2005
76.	Edwards	Andre	03/07/2007
77.	Edwards	Franklin	09/16/2005
78.	El-cheikh	Sheryl	09/10/2001
79.	Enders	Kathryn	09/25/2008
80.	Eubank	Betty	08/09/2007
81.	Evans	Daniel	10/04/2002
82.	Fallon	Patrick	10/30/2001
83.	Farley	Wanda	02/02/2009
84.	Farrar	Julius	03/09/2004

85.	Faugno	Nicole	Jul-06
86.	Fedoris	Joe	09/15/2007
87.	Fischer	Darrin	05/26/2003
88.	Fitzpatrick	Aliza	10/30/2004
89.	Floyd	Rayland	02/02/2009
90.	Fonseca	Nina	02/07/2006
91.	Forbes	Andre	05/23/2004
92.	Forrest	Janice	06/07/2007
93.	Frazier	Brenda	06/25/2007
94.	Frimel	Carol	08/27/2007
95.	Fritze (Decd.)	Dean	01/04/2009
96.	Fritze (Decd.)	Minerva	01/04/2009
97.	Geisleman	Laura	10/15/2007
98.	Gentry	Rodney	01/31/2008
99.	Gibson	Demetria	02/25/2008
100.	Gilliam	Edward	11/24/2008
101.	Gillis	Michael	10/23/2007
102.	Gasper	Dandra	02/12/2006
103.	Glenn	Rodney	05/30/2009
104.	Gless	Todd	07/07/2006
105.	Godwin, Jr.	James	07/17/2009
106.	Gonzalez	Jesus	03/04/2005
107.	Goodman	Nancy	07/01/2009
108.	Gottshall	Sonia	09/21/2007
109.	Grant	Chas	08/26/2006
110.	Green	Chasity	04/09/2006
111.	Green	Sederick	05/27/2008
112.	Green	Thomas	06/05/2006
113.	Hackbarth	Brant	12/14/2003
114.	Hadley	Melissa	01/29/2009
115.	Hair	Danischa	05/27/2007
116.	Hale	Howard	02/13/2009
117.	Hamm	Loretta	06/09/2001
118.	Hamrick	Sharlie	03/11/2006
119.	Harvey	Steven	05/28/2008
120.	Hauser	Ryan	01/28/2009
121.	Haynes	Robin	2008
122.	Healy	William	05/16/2009
123.	Henderson	Bonnie	02/05/2009
124.	Henzel	Jessica	10/09/2005
125.	Hernandez	Aida	06/08/2007
126.	Hernandez	Rosalia	06/16/2009
127.	Hester	Reginald	05/22/2005

128.	Hester	Rosie	05/22/2005
129.	Hester	Terri	05/22/2005
130.	Higgins	Shatora	03/05/2005
131.	Hightower	Tracy	11/24/2008
132.	Hill	Adam	10/13/2005
133.	Hill	David	07/20/2008
134.	Hillin	Misty	08/08/2008
135.	Hiney	Christine	09/11/2007
136.	Holcomb	Supreina	05/27/2007
137.	Holub	Jessica	2009
138.	Hosfelt	Helene	04/28/1999
139.	Hutchings	Kevin	01/05/2006
140.	Hvizda	Paulette	06/10/2009
141.	Jackson	Christine	09/01/2005
142.	James	Amber	08/10/2007
143.	Jankauskas	Roseanne	02/02/2009
144.	Jaskula	Joseph	11/21/2007
145.	Jimenez (Decd.)	Jordan	01/23/2007
146.	Johnson	Kevin	01/22/2008
147.	Johnson	LaShauna	04/27/2007
148.	Johnson	Shanga	07/06/2009
149.	Jones	Antoinette	06/15/2008
150.	Jones	Jimmy	11/12/2007
151.	Jones	Precila	06/28/2000
152.	Josey	Barbara	02/27/2008
153.	Kasey	Dallas	11/06/2004
154.	Kearney	LaToya	05/27/2008
155.	Kilbourne	Mary Ann	07/06/2007
156.	King	Dominque	08/17/2001
157.	King	Jeanette	08/17/2001
158.	King	Keith	11/12/1999
159.	Kletzien	Emily	03/04/2005
160.	Knight	Justin	10/07/2006
161.	Konz	Susan (for dec. David Konz)	05/20/2002
162.	LaDow	Charles	01/01/2004
163.	LaFevor	Kimberly	10/23/2008
164.	Landry	Eugene	04/10/2006
165.	Lasley	Julie	08/29/2006
166.	Lavergne	Keisha	08/18/2007
167.	Lawrimore	Gina	09/13/2012
168.	Lefever	Troy	08/15/2005
169.	Lehman	Sylvia	08/04/2006
170.	Lewis	Gloria	02/01/2002

171.	Limon	Juan Carlos	05/04/2008
172.	Linden	Michael	05/09/2006
173.	Little	Amelia	12/05/2006
174.	Little	Leawaiia	08/12/2008
175.	Lonzo	Calvin	08/02/2005
176.	Lynch	Melinda	11/24/2002
177.	MacLaren	Nathan	05/15/2009
178.	Magee	Juahem	08/25/2007
179.	Manuel-Collins	Yolanda	12/09/2007
180.	Marquiss	Amy	05/24/2008
181.	Martinez	Louella	03/15/2008
182.	Masternak	Becky	10/12/2004
183.	Mastrich	Debra	12/01/2001
184.	Mathis	Steve	11/14/2007
185.	Mayr	Mark	03/08/2009
186.	Mayrant	Tyisha	01/16/2009
187.	Mays	Joshua	01/04/2007
188.	McBrayer	Anthony	11/11/2006
189.	McCarthy	Shawn	06/07/2009
190.	McCarthy (Decd.)	Cory	10/07/2008
191.	McCluney	Demetria	03/20/2007
192.	McClure	Katrina	11/15/2008
193.	McDonough	John	03/03/1998
194.	McGhee	Gina	01/03/2009
195.	McLeod	Jacoby	01/20/2000
196.	McLeod	Scott	01/20/2000
197.	McMillin	Juliet	11/14/2007
198.	Merritt	Ruby	03/19/2008
199.	Mikeska	Christopher	12/17/2007
200.	Milam	Mark	02/27/2008
201.	Miles	Lisa	02/28/2009
202.	Miller	Ariel	09/06/2008
203.	Miller	Grace	03/29/2008
204.	Miller	Jessie	08/26/2006
205.	Miller	Star	10/21/2007
206.	Monroe	Jerry	09/20/2001
207.	Moore	Wilbur	11/12/2007
208.	Morales	Jason	09/29/2006
209.	Morgan	Glenda	12/11/2008
210.	Morris	Lillian	06/10/2009
211.	Morris	Sonya	06/20/2001
212.	Morrison	Sheryl	05/07/2008
213.	Mortin	Phillip	07/16/2008

214.	Mungo	Ernest	12/07/2007
215.	Murray	Shirley	07/02/2004
216.	Murry	Kienda	05/20/2009
217.	Myers	Rachel	07/23/2005
218.	Nash	Jenifer	04/01/2007
219.	New	Michael	01/29/2009
220.	Nichols	Michael	06/12/2006
221.	Norwood	Dijionay	08/25/2007
222.	Norwood	Sumer	08/25/2007
223.	Olufs	Courtney	09/25/2008
224.	Olufs	Joshua	09/25/2008
225.	Owens, Sr.	Perry	08/17/2001
226.	Parker	Andy	05/21/2004
227.	Parker	Randy	Fall 2008
228.	Patrick	Mary	12/11/2004
229.	Patterson	Richard	06/10/2009
230.	Perkins	Crystal	09/16/2008
231.	Perlstone	Paul	03/30/2007
232.	Perrino	Alyssa	02/16/2007
233.	Perrino	Joseph	02/16/2007
234.	Perrino	Kathleen	02/16/2007
235.	Perymon	Sinator	09/01/2000
236.	Peters	Merle	01/06/2009
237.	Phillips	Ami	05/24/2009
238.	Pier	David	01/16/2005
239.	Pope	Twanna	10/25/2001
240.	Portale	Phil	08/20/2007
241.	Prayleau	Priscella	01/16/2009
242.	Pruski	Alexander	10/13/2007
243.	Ramirez	Melissa	12/20/2007
244.	Randolph	Annie	08/09/2007
245.	Reed	Joy	09/23/2008
246.	Reeves	Curtis	06/09/2002
247.	Renckert	Michael	10/27/2006
248.	Rhoades	Brigette	03/14/2007
249.	Rhodes	Marian	11/14/2007
250.	Rhyner	Allen	03/04/2005
251.	Richardson	Jerry	07/08/2009
252.	Richardson	Steve	07/02/2004
253.	Riley	Jibreel	06/18/2007
254.	Rivers	Antonio	03/28/2005
255.	Roberts	Valare	03/23/2007
256.	Robinson	Diane	06/19/2008

257.	Robinson	Laquinda	06/28/2009
258.	Rodney	Van	02/05/2009
259.	Rogers	Kevin	02/13/2008
260.	Rolfes	Todd	02/28/2009
261.	Rozier	Kevin	02/24/2008
262.	Rubino	Gary	06/04/2009
263.	Rutledge	Raeann	01/18/2005
264.	Sachs	Andrea	08/01/2008
265.	Salazar	Ontonio	03/05/2008
266.	Samuels	Sandra	03/19/2008
267.	Sanchez	Alejandro	10/13/2007
268.	Sandel	Kelly	04/25/2009
269.	Sanders	Felicia	01/14/2009
270.	Sanderson	Sheila	04/14/2005
271.	Sasser	Stephanie	11/02/2008
272.	Sauseda	Michael	12/08/2008
273.	Scherer	Claudette	05/14/2006
274.	Schnieter	Marianne	11/26/2007
275.	Schultz	Brenda	Fall 2008
276.	Selby	Mathew	05/13/2009
277.	Shaffer (Decd.)	Lloyd	02/14/2009
278.	Shaffer	Maurice	02/14/2009
279.	Sharon	Debra	08/16/2008
280.	Shaw	Tony	01/28/2006
281.	Sherman	Chelsea	05/21/2006
282.	Sherman	Emily	05/21/2006
283.	Silk-Miller	Colleen	07/04/2007
284.	Sills	Jerome	11/22/2004
285.	Simecek	Dawn	11/02/2007
286.	Simmonds	Alner	07/02/2004
287.	Simmons	David	03/07/2006
288.	Simpson	Lynette	01/02/2009
289.	Sims	Charles Arthur	05/08/2005
290.	Sims	Janice	06/01/2001
291.	Singleton	Beulah	01/13/2007
292.	Singleton	Billy	01/13/2007
293.	Sinnett	Kasie	03/28/2004
294.	Sinnokrot	Mamoon	12/02/2005
295.	Slade	Austin	03/29/2006
296.	Smart	Kayla	10/01/2005
297.	Smith	Denise	07/21/2007
298.	Smith	Mark	02/13/2009
299.	Smith	Mildred	04/05/2008

300.	Smith	Monica	07/20/2002
301.	Smith	Ruth	08/16/2006
302.	Smith	Steve	04/23/2005
303.	Speed	Kimberly	06/18/2009
304.	Stafford (Decd.)	Theodore	02/25/2007
305.	Starlin	Marrella	01/18/2006
306.	Stephenson	Shakiria	2007
307.	Stewart	Annette	08/20/2007
308.	Stiens	Karen	03/01/2008
309.	Tate	Rasheed	07/12/2002
310.	Taylor	Mike	12/27/2000
311.	Tenner	Tiffany	04/11/2008
312.	Thomas	Ashley	04/13/2009
313.	Thomas	Mary	02/11/2009
314.	Thompson-Warren	Kesha	06/02/2007
315.	Tilley	Joan	07/08/2008
316.	Tipton	Kristina	09/12/2007
317.	Tittle	James	05/29/2009
318.	Tollefson	Mary Ann	10/15/2007
319.	Tooley	Camille	01/10/2009
320.	Tousoulis	Denise	05/25/2009
321.	Tousoulis	John	05/25/2009
322.	Tyler	Lora	09/15/2004
323.	Tyler	Theresa	Summer 2008
324.	Valcarce-Stuart	Rosaura	05/20/2008
325.	Vines	Sarah	10/19/2003
326.	Wagley	Kelly	02/26/2008
327.	Walker	Thomas	07/05/2009
328.	Washington	George	02/08/2008
329.	Wells	Fredrick	03/18/2008
330.	Werth	Regina	04/18/2007
331.	Whalen	Pam	02/13/2006
332.	Whatley	Susan	05/29/2009
333.	Wheeler	Meghan	03/13/2009
334.	Wheeler	Vickie	06/14/2007
335.	Whitfield	Rose	12/25/2007
336.	Wiesjahn (Decd.)	Rachel	08/28/2008
337.	Wilkins	Damion	12/05/2006
338.	Wilkins	Rolando	12/05/2006
339.	Williams	Brittany	06/07/2009
340.	Williams	Claudia	06/07/2009
341.	Wilson	Jazmin	030/3/2009
342.	Wisniewski	Edward	10/22/2007

343.	Wooten	William	05/19/2009
344.	Worsham	John	08/25/2005
345.	Wrigley	Joyce	07/31/2008
346.	Writt	James	03/28/2009
347.	Wyatt	Lisa	12/19/2008
348.	Young	Ashley	04/03/2008
349.	Youngbear	James	07/29/2007
350.	Zayas	Ricardo	05/26/2007
351.	Zayas	Victor	05/26/2007
352.	Zimmer	Katherine	08/06/2005

Schedule 3

**Exhibit A**

1. Michael Amezquita
2. Lisa Axelrod
3. Patricia Barker
4. Grace Belford
5. Michael and Sylvia Benton
6. William Bernick
7. Stacey Bowens
8. Camille Burns
9. Stephanie Renee Carden
10. David Cleland
11. Diana Cnossen
12. Lorraine De Vargas
13. Mary Dias
14. James Dooley
15. Jennifer Dunn
16. Colin Elliott
17. Paulette Hand
18. Crystal Hardin
19. Shenyesa Henry
20. Heather Holleman
21. Laurie Holzwarth
22. Annette Hopkins
23. Frances Howard
24. Yvonne James-Bivins
25. Sandra Levine
26. Wandell Littles Beazer
27. Melody Lombardo
28. Sophia Marks

**Exhibit A**

- 29. George Mathis
- 30. Keith Nathan
- 31. Georgianna Parisi
- 32. Michael Pesce
- 33. David Price
- 34. Esperanza Ramirez
- 35. Kenneth Robinson
- 36. Bernadette Romero
- 37. Michael Rooney
- 38. Maria E. Santiago
- 39. Catherine Senkle
- 40. Lisa Simmons
- 41. Gerald Smith
- 42. Jacqueline Smith
- 43. Marion Smoke
- 44. Malinda Stafford
- 45. Bonnie Taylor
- 46. Lisa Teicher
- 47. Annet Tivin
- 48. Blair Tomlinson, D.D.S.
- 49. Susan Viens
- 50. Verlena Walker
- 51. Bryan Wallace
- 52. Dennis Walther
- 53. Ray Wieters
- 54. Neysa Williams
- 55. Lyle Wirtjes
- 56. Patrice Witherspoon
- 57. Wayne Wittenberg

## Exhibit A

58. Robert Wyman

59. Philip Zivnuska, D.D.S